



30/60 Training agreement contract

Part I: BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____ made by and between Julia Walker & Walker Acres, hereinafter referred to as "STABLE", providing services as an independent contractor, located at Walker Acres Riding Academy at 6525 Schley Rd. Hillsborough NC 27278 and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

30 days of training \$900

60 days of training \$1600

In consideration of \$ _____ per horse per 30/60 day agreed upon training term paid by OWNER in advance, STABLE agrees to board the herein described horse (s) on below listed basis commencing (date) _____, during which time STABLE agrees to provide the following in association with the boarding requirements:

2. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse (s).

Daily feeding of up to 2x a day as per owner's specifications of owner provided grain &/or supplements

Daily hay in the form of square bales for which the STABLE will provide out of the boarding cost

Private dry-lot paddock with run-in shelter

STABLE is not responsible for & will not administer antibiotic, wormers, insulin, or any other related injectable or pharmaceutical application to any horse that is not owned by STABLE.

3. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness(EEE/WEE), and influenza vaccinations is required.

Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.

A negative current Coggins test is required for all horses



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4. RISK OF LOSS

During the time that the horse (s) is/are in the custody of Walker Acres, Walker Acres shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, reaction to owner provided feed(s)/supplements in accordance with the owner's specific guidelines &/or any personal injury or disability the horse may receive while of Walker Acres' premises. OWNER fully understands and hereby acknowledges that Walker Acres does not carry any insurance on any horse (s) not owned by Walker Acres, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of Walker Acres, *are to be borne by OWNER*.

5. **HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or their guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

6. LIABILITY INSURANCE

OWNER warrants that they presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT. In the case that the OWNER does not have/provide such insurance OWNER understands and agrees to assume any and all liability costs and further releases STABLE from any responsibility associated with costs of damage/loss/injury/etc. that may occur to the horse(s), themselves, &/or their personal items before, during, and after the contracted time listed above.

7. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the provided phone number, should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within 7 days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

If for some reason the preferred veterinarian cannot attend the call or the OWNER does not have a preferred vet, STABLE reserves the right to default to our preferred local vet, FLAT RIVER VETERINARY HOSPITAL at 919-477-4210(flatrivervet@yahoo.com). All charges will be forwarded directly to owner and can be settled via phone call to their office.



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8. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees they and their guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of their guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

No Dogs allowed on premises

No alcoholic beverages

Children must be always attended

Guest must remain in designated locations: the playground, parking lot, or spectators' area

Biking/walking/jogging down our driveway is strictly prohibited

Visitation hours by appointment only

NO SCREAMING

Do not feed the animals

Do not run to the horses

All riders under the age of 18 are required to wear an SEI Safety helmet when riding

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT with no obligation to refund any paid fees.

10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 8 Stable Rules. In the case of a default by one or both parties, horse(s) will have up to 7 days after the termination of contract date to coordinate transport back to OWNER'S preferred location. STABLE is not responsible for transport coordination or fees associated and will continue to provide daily feeding & care as listed in item 2 Feed and Facilities. In the case of default OWNER understands that STABLE is not obligated to refund any fees already paid by OWNER. OWNER reserves the right to terminate this agreement at any time at their own discretion.

11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that seven (7) days notice shall be given to STABLE as to the termination of this AGREEMENT.



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13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of North Carolina for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (14) days of non-payment, lack of communication, &/or non-coordination for transport for the horse(s) resulting from default or completion of contract service, and STABLE can then sell horse (s) to recover it's loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of North Carolina. Executed at on the date first set forth above.

By STABLE sign: _____

Walker Acres ; Julia Walker 984-215-0023

By OWNER sign: _____

Owner's Name: _____

Email: _____

Address: _____

City: _____

State: _____

Zip: _____ Preferred vet: _____

Day Phone : _____ Evening Phone : _____

Horse Notes:

Name:

Breed:

Age:

Feeding routine:

Daily Hay ration:

Supplements:



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Part II: OWNER-TRAINER AGREEMENT

This Agreement is made on the above listed date(s) between previously mentioned parties herein called "Owner" and Julia Walker, now herein called "Trainer."

Owner is the legal owner of certain horses named above. Said horses and any additional horses assigned to trainer by Owner is desirous of having these horse(s) trained to perform safely under-saddle and/or from the ground. Owner hereby employs Trainer to train the above mentioned horses are placed under Trainer's care.

TRAINER DUTIES: TRAINER shall do and perform all services, acts and other things necessary or advisable to train, manage, maintain, feed and care for OWNER'S horses as are usual and customary to the Walker Acres Riding Academy program including but not limited to schooling in-hand showmanship, lung work, exercise at the flat gaits under saddle to the abilities and limitations of the horse(s), and appropriate cooperative work with designated Walker Acres lesson students under the guidance of TRAINER. TRAINER shall feed OWNER-provided grain & supplements up to 2x a day. Horse quality hay in the form of square bales of an Orchard/Fescue mix will be provided by the Trainer for the duration of the agreed upon training period as well as provide a space with run-in shelter with fresh water. If OWNER prefers Trainer to feed alfalfa hay, beat pulp, timothy, alfalfa pellets/cubes, or mash of any kind, OWNER certifies they will provide all the required rationed items and additionally agrees to provide Trainer with additional items in the case they are needed for the entire duration of the training period. Owner also agreed to provide an itemized and detailed feeding regimen that outlines Owner's preferences about the horse's diet. Both parties understand that the Trainer's fees in coordination with this contract are centered around the training of the Owner's horse and that any training of the Owner, or guests/associates of the Owner, are at an additional cost in accordance with the Walker Acres Riding Academy lesson rates and current schedule. Trainer is under no obligation to instruct Owner & associates of Owner how to ride the Owner's horse before, during, or after the contract agreement training period, following default or completion of training period. Owner is under no obligation to receive training with their horse from the Trainer before, during or after the contract agreement training period, following default or completion of training period.

AUTHORIZATION TO OBTAIN OUTSIDE SERVICES: OWNER here by authorizes TRAINER to obtain on owner's behalf such services as are reasonably necessary to provide for the care and maintenance of said horses. OWNER agrees to be responsible for the cost of said services, which shall include but are not limited to, shipping, veterinary services, shoeing provided by Trainer's current ferrier, dentistry, pony leads, and/or any costs of equipment that Trainer may deem necessary to the proper training and riding of any of Owner's horses. In the event of an emergency and the OWNER's preferred vet cannot attend, OWNER authorizes TRAINER to call their local/preferred vet, Flat River Veterinary Clinic as mentioned in item 8 Emergency Care of the Boarding Agreement. *OWNER further agrees to use TRAINER's preferred Ferrier to do any necessary shoeing/trim work while under training contract with TRAINER.*



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COMPENSATION: OWNER agrees to compensate TRAINER for their services at the rate above mentioned per horse with payment settled upfront and at no obligation for refund in the form of CASH or CHECK payable to "Julia Walker" in the full amount of \$900 U.S for 30 days of training or \$1600 U.S for 60 days of training. Furthermore, OWNER shall provide all necessary billing information required by the hired specialist and pay when billed the costs of medications, supplements and/or equipment requested by OWNER or required due to special needs of any of the OWNER'S horses as are in TRAINER'S care. OWNER understands that all service fees associated to specialist's visits are the OWNER'S financial responsibility and further agrees to settle any and all outstanding service fees either before or no later than 5 business days after service is performed on OWNER's horse(s) and further assumes financial responsibility for any damages to the Walker Acres facility that may occur as a result of boarding the OWNER's horse during the contract dates listed above.

INSURANCE: OWNER is responsible for procuring any and all insurance to protect OWNER from losses of any type caused to or by owner's horses. TRAINER is not responsible for providing insurance or financial compensation for horse(s) not owned by TRAINER. Any damages associated with boarding/training the OWNER's horse are assumed by OWNER and their insurance provider if applicable.

INDEMNITY AND RISK OF LOSS: OWNER agrees to hold TRAINER harmless and indemnify them for all costs, losses and liability arising as a result of injuries caused to persons or property by any horses owned by OWNER. The parties hereto acknowledge that owning horses is a high-risk investment and the risk of illness or injury to the animal is substantial. Said injuries or illnesses can limit or end a horse's career and cause immediate decreases in or loss of value. Therefore, except in the case of gross negligence, OWNER hereby releases TRAINER from all liability for illness, injury, damage, loss of income or earnings, loss of profit and or loss of value, for any reason whatsoever to or by any horse that OWNER has placed in TRAINER'S care.

LIEN/COSTS: Trainer shall have a lien on the horse(s) for all unpaid boarding and other charges(including outstanding service charges from specialists like vet, ferrier, etc.) resulting from the training and boarding of horses pursuant hereto. Owner agrees that in the event that said charges are not paid within 10 business days after they become due and payable, Trainer may exercise their lien rights, and in connection therewith, may dispose of the horse for any and all unpaid charges, at private or public sale, upon ten (10) days written notice to Owner by certified mail sent to the address below. In addition, Trainer shall be entitled to notify any organization engaged in selling horses at public auction of the amount of unpaid boarding and other charges resulting from the Training of the horse(s) pursuant to this agreement and Trainer shall be entitled to receive from the proceeds on the sale of the horse(s) all amounts due hereunder.



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DISCLAIMER: Owner understands and agrees not to hold Trainer responsible for any training concepts the horse(s) cannot/will not/do not retain after the 30 or 60 training period. Trainer agrees to maintain a consistent work/training schedule as per the agreement and the horse's abilities while horse is onsite, except in the case of default, and Owner agrees to release Trainer of any responsibility associated with either the horse's retention of the training or the Owner's differing training practices that may or may not conflict with those of the Trainer's.

TERMINATION: This agreement shall commence when Owner's horse(s) are delivered to Trainer and terminate upon seven (7) days written notice to the other party, provided **however all funds owed to Trainer are paid upfront before TRAINER takes position of the horse(s).** EITHER PARTY may terminate this agreement upon notice to the other party. Both parties agree that TRAINER is under no obligation to refund any fees paid to OWNER under any circumstances. Upon termination of contract and written notice, TRAINER agrees to continue daily care specified in item 2 Feed and Facility of the boarding agreement for seven (7) days until OWNER arranges transport for horse(s). OWNER understands and acknowledges that upon termination of contract, TRAINER is under no obligation to continue training of the horse(s) ground or under saddle.

Julia Walker – Walker Acres – 984-215-0023

Trainer sign: _____ date: _____

Owner Print: _____

Owner sign: _____ date: _____